

1 Katherine A. Klimkowski (State Bar No. 263099)
2 kaklimkowski@jonesday.com
3 JONES DAY
4 3161 Michelson Drive, Suite 800
5 Irvine, CA 92612-4408
6 Telephone: (949) 851-3939
7 Facsimile: (949) 553-7539

8 Attorneys for Defendant
9 EXPERIAN INFORMATION SOLUTIONS,
10 INC.

11

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 VENESSA F. MARTINEZ,
15 Plaintiff,
16 v.
17 EXPERIAN INFORMATION
18 SOLUTIONS, INC.; and WELLS
19 FARGO BANK, N.A.,
20 Defendants.

Case No. 2:15-cv-02155-DSF-AJW
Assigned for all purposes to:
Judge Dale S. Fischer

**DEFENDANT EXPERIAN
INFORMATION SOLUTIONS,
INC.'S ANSWER TO PLAINTIFF
VENESSA F. MARTINEZ'S
COMPLAINT AND JURY
DEMAND**

Complaint filed: March 23, 2015

ANSWER AND AFFIRMATIVE DEFENSES

21 COMES NOW Defendant Experian Information Solutions, Inc. ("Experian"),
22 by and through its undersigned counsel, and answers Plaintiff Venessa F.
23 Martinez's ("Plaintiff") Complaint ("the Complaint") as follows:

INTRODUCTION

24 1. In response to paragraph 1 of the Complaint, Experian is without
25 knowledge or information sufficient to form a belief as to the truth of the
26 allegations contained therein and, on that basis, denies, generally and specifically,
27 each and every allegation contained therein.

1 2. In response to paragraph 2 of the Complaint, Experian admits that the
2 allegations contained therein appear to set forth a portion of Fair Credit Reporting
3 Act (“FCRA”). Experian affirmatively states that the FCRA speaks for itself and,
4 on that basis, denies any allegations of paragraph 2 inconsistent therewith.

PARTIES

6 3. In response to paragraph 3 of the Complaint, Experian admits that
7 Plaintiffs have alleged that this case arises under the Fair Credit Reporting Act, 15
8 U.S.C. §§ 1681 et seq. (“FCRA”) and California Consumer Credit Reporting
9 Agencies Act, Civil Code § 1785.25(a) (“CCRAA”). Experian denies that it has
10 violated the FCRA and denies that it is liable to Plaintiff for any alleged damages.
11 As to the remaining allegations in the Introduction of the Complaint which relate to
12 the other defendant, Experian does not have knowledge or information sufficient to
13 form a belief as to the truth of those allegations and, on that basis, denies, generally
14 and specifically, each and every remaining allegation of Introduction of the
15 Complaint.

16 4. In response to paragraph 4 of the Complaint, Experian is without
17 knowledge or information sufficient to form a belief as to the truth of the
18 allegations contained therein and, on that basis, denies, generally and specifically,
19 each and every allegation contained therein.

20 5. In response to paragraph 5 of the Complaint, Experian admits that it is
21 an Ohio corporation, with its principal place of business in Costa Mesa, California.
22 Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. §
23 1681a(f). As to the remaining allegations in paragraph 5 which relate to the other
24 defendant, Experian is without knowledge or information sufficient to form a belief
25 as to the truth of the allegations contained therein and, on that basis, denies,
26 generally and specifically, each and every allegation contained therein.

27 6. In response to paragraph 6 of the Complaint, Experian is without
28 knowledge or information sufficient to form a belief as to the truth of the

1 allegations contained therein and, on that basis, denies, generally and specifically,
2 each and every allegation contained therein.

3 **JURISDICTION AND VENUE**

4 7. In response to paragraph 7 of the Complaint, Experian denies,
5 generally and specifically, each and every allegation therein that relates to
6 Experian. As to the remaining allegations in paragraph 7 which relate to the other
7 defendant, Experian does not have knowledge or information sufficient to form a
8 belief as to the truth of those allegations and, on that basis, denies, generally and
9 specifically, each and every such allegation.

10 8. In response to paragraph 8 of the Complaint, Experian admits that
11 Plaintiff has alleged jurisdiction is proper in the United States District Court, for the
12 Central District of California pursuant to 28 U.S.C. § 1331 and 15 USC § 1367.
13 Experian states that these are legal conclusions which are not subject to denial or
14 admission.

15 9. In response to paragraph 9 of the Complaint, Experian admits that it is
16 qualified to do business and does conduct business in the State of California. As to
17 the remaining allegations in paragraph 9, Experian is without knowledge or
18 information sufficient to form a belief as to the truth of the allegations contained
19 therein and, on that basis, denies, generally and specifically, each and every
20 allegation contained therein.

21 10. In response to paragraph 10 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the
23 allegations contained therein and, on that basis, denies, generally and specifically,
24 each and every allegation contained therein.

25 11. In response to paragraph 11 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the
27 allegations contained therein and, on that basis, denies, generally and specifically,
28 each and every allegation contained therein.

1 12. In response to paragraph 12 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations contained therein and, on that basis, denies, generally and specifically,
4 each and every allegation contained therein.

5 13. In response to paragraph 13 of the Complaint, Experian admits that
6 Plaintiff has alleged jurisdiction is proper in the United States District Court, for the
7 Central District of California pursuant to 28 U.S.C. § 1391(b)(2). Experian states
8 that this is a legal conclusion which is not subject to denial or admission.

9 14. In response to paragraph 14 of the Complaint, Experian admits that it
10 is qualified to do business and does conduct business in the State of California.
11 Experian further admits that Plaintiff has alleged jurisdiction is proper in the United
12 States District Court, for the Central District of California pursuant to 28 U.S.C.
13 § 1391(b)(1). Experian states that this is a legal conclusion which is not subject to
14 denial or admission.

15 **BACKGROUND ON CREDIT REPORTING**

16 15. In response to paragraph 15 of the Complaint, Experian is without
17 knowledge or information sufficient to form a belief as to the truth of the
18 allegations contained therein and, on that basis, denies, generally and specifically,
19 each and every allegation contained therein.

20 16. In response to paragraph 16 of the Complaint, Experian is without
21 knowledge or information sufficient to form a belief as to the truth of the
22 allegations contained therein and, on that basis, denies, generally and specifically,
23 each and every allegation contained therein.

24 17. In response to paragraph 17 of the Complaint, Experian is without
25 knowledge or information sufficient to form a belief as to the truth of the
26 allegations contained therein and, on that basis, denies, generally and specifically,
27 each and every allegation contained therein.

1 18. In response to paragraph 18 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations contained therein and, on that basis, denies, generally and specifically,
4 each and every allegation contained therein.

5 19. In response to paragraph 19 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the
7 allegations contained therein and, on that basis, denies, generally and specifically,
8 each and every allegation contained therein.

9 20. In response to paragraph 20 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the
11 allegations contained therein and, on that basis, denies, generally and specifically,
12 each and every allegation contained therein.

13 21. In response to paragraph 21 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the
15 allegations contained therein and, on that basis, denies, generally and specifically,
16 each and every allegation contained therein.

17 22. In response to paragraph 22 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the
19 allegations contained therein and, on that basis, denies, generally and specifically,
20 each and every allegation contained therein.

21 23. In response to paragraph 23 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the
23 allegations contained therein and, on that basis, denies, generally and specifically,
24 each and every allegation contained therein.

25 24. In response to paragraph 24 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the
27 allegations contained therein and, on that basis, denies, generally and specifically,
28 each and every allegation contained therein.

1 25. In response to paragraph 25 of the Complaint, Experian admits that the
2 allegations contained therein appear to set forth a portion of FCRA. Experian
3 affirmatively states that the FCRA speaks for itself and, on that basis, denies any
4 allegations of paragraph 25 inconsistent therewith.

5 26. In response to paragraph 26 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the
7 allegations contained therein and, on that basis, denies, generally and specifically,
8 each and every allegation contained therein.

9 27. In response to paragraph 27 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the
11 allegations contained therein and, on that basis, denies, generally and specifically,
12 each and every allegation contained therein.

13 28. In response to paragraph 28 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the
15 allegations contained therein and, on that basis, denies, generally and specifically,
16 each and every allegation contained therein.

17 29. In response to paragraph 29 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the
19 allegations contained therein and, on that basis, denies, generally and specifically,
20 each and every allegation contained therein.

21 30. In response to paragraph 30 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the
23 allegations contained therein and, on that basis, denies, generally and specifically,
24 each and every allegation contained therein.

25 31. In response to paragraph 31 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the
27 allegations contained therein and, on that basis, denies, generally and specifically,
28 each and every allegation contained therein.

1 32. In response to paragraph 32 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations contained therein and, on that basis, denies, generally and specifically,
4 each and every allegation contained therein.

5 33. In response to paragraph 33 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the
7 allegations contained therein and, on that basis, denies, generally and specifically,
8 each and every allegation contained therein.

9 34. In response to paragraph 34 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the
11 allegations contained therein and, on that basis, denies, generally and specifically,
12 each and every allegation contained therein.

13 35. In response to paragraph 35 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the
15 allegations contained therein and, on that basis, denies, generally and specifically,
16 each and every allegation contained therein.

17 36. In response to paragraph 36 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the
19 allegations contained therein and, on that basis, denies, generally and specifically,
20 each and every allegation contained therein.

21 37. In response to paragraph 37 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the
23 allegations contained therein and, on that basis, denies, generally and specifically,
24 each and every allegation contained therein.

25 38. In response to paragraph 38 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the
27 allegations contained therein and, on that basis, denies, generally and specifically,
28 each and every allegation contained therein.

FACTUAL ALLEGATIONS

39. In response to paragraph 39 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

40. In response to paragraph 40 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

41. In response to paragraph 41 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

42. In response to paragraph 42 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

43. In response to paragraph 43 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

44. In response to paragraph 44 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

45. In response to paragraph 45 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

3 46. In response to paragraph 46 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the
5 allegations contained therein and, on that basis, denies, generally and specifically,
6 each and every allegation contained therein.

7 47. In response to paragraph 47 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the
9 allegations contained therein and, on that basis, denies, generally and specifically,
10 each and every allegation contained therein.

11 48. In response to paragraph 48 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the
13 allegations contained therein and, on that basis, denies, generally and specifically,
14 each and every allegation contained therein.

15 49. In response to paragraph 49 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the
17 allegations contained therein and, on that basis, denies, generally and specifically,
18 each and every allegation contained therein.

19 50. In response to paragraph 50 of the Complaint, Experian is without
20 knowledge or information sufficient to form a belief as to the truth of the
21 allegations contained therein and, on that basis, denies, generally and specifically,
22 each and every allegation contained therein

Plaintiff Discovers Credit Error

24 51. In response to paragraph 51 of the Complaint, Experian is without
25 knowledge or information sufficient to form a belief as to the truth of the
26 allegations contained therein and, on that basis, denies, generally and specifically,
27 each and every allegation contained therein.

1 52. In response to paragraph 52 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations contained therein and, on that basis, denies, generally and specifically,
4 each and every allegation contained therein.

5 53. In response to paragraph 53 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the
7 allegations contained therein and, on that basis, denies, generally and specifically,
8 each and every allegation contained therein.

9 54. In response to paragraph 54 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the
11 allegations contained therein and, on that basis, denies, generally and specifically,
12 each and every allegation contained therein.

13 55. In response to paragraph 55 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the
15 allegations contained therein and, on that basis, denies, generally and specifically,
16 each and every allegation contained therein.

17 56. In response to paragraph 56 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the
19 allegations contained therein and, on that basis, denies, generally and specifically,
20 each and every allegation contained therein.

21 57. In response to paragraph 57 of the Complaint, Experian is without
22 knowledge or information sufficient to form a belief as to the truth of the
23 allegations contained therein and, on that basis, denies, generally and specifically,
24 each and every allegation contained therein.

25 58. In response to paragraph 58 of the Complaint, Experian denies,
26 generally and specifically, each and every allegation therein that relates to
27 Experian. As to the remaining allegations in paragraph 58 which relate to the other
28 defendant, Experian does not have knowledge or information sufficient to form a

1 belief as to the truth of those allegations and, on that basis, denies, generally and
2 specifically, each and every such allegation.

3 59. In response to paragraph 59 of the Complaint, Experian is without
4 knowledge or information sufficient to form a belief as to the truth of the
5 allegations contained therein and, on that basis, denies, generally and specifically,
6 each and every allegation contained therein.

7 60. In response to paragraph 60 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the
9 allegations contained therein and, on that basis, denies, generally and specifically,
10 each and every allegation contained therein.

11 61. In response to paragraph 61 of the Complaint, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the
13 allegations contained therein and, on that basis, denies, generally and specifically,
14 each and every allegation contained therein.

15 62. In response to paragraph 62 of the Complaint, Experian is without
16 knowledge or information sufficient to form a belief as to the truth of the
17 allegations contained therein and, on that basis, denies, generally and specifically,
18 each and every allegation contained therein.

19 63. In response to paragraph 63 of the Complaint, Experian is without
20 knowledge or information sufficient to form a belief as to the truth of the
21 allegations contained therein and, on that basis, denies, generally and specifically,
22 each and every allegation contained therein.

23 64. In response to paragraph 64 of the Complaint, Experian is without
24 knowledge or information sufficient to form a belief as to the truth of the
25 allegations contained therein and, on that basis, denies, generally and specifically,
26 each and every allegation contained therein.

27

28

Consumer Credit Reporting Agencies

65. In response to paragraph 65 of the Complaint, Experian denies, generally and specifically, each and every allegation therein that relates to Experian. As to the remaining allegations in paragraph 65 which relate to the other defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every such allegation.

66. In response to paragraph 66 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

67. In response to paragraph 67 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

68. In response to paragraph 68 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

70. In response to paragraph 70 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

1 71. In response to paragraph 71 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations contained therein and, on that basis, denies, generally and specifically,
4 each and every allegation contained therein.

5 72. In response to paragraph 72 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation therein that relates to
7 Experian.

8 73. In response to paragraph 73 of the Complaint, Experian denies,
9 generally and specifically, each and every allegation therein that relates to
10 Experian. As to the remaining allegations in paragraph 73 which relate to the other
11 defendant, Experian does not have knowledge or information sufficient to form a
12 belief as to the truth of those allegations and, on that basis, denies, generally and
13 specifically, each and every such allegation.

14 74. In response to paragraph 74 of the Complaint, Experian denies,
15 generally and specifically, each and every allegation therein that relates to
16 Experian. As to the remaining allegations in paragraph 74 which relate to the other
17 defendant, Experian does not have knowledge or information sufficient to form a
18 belief as to the truth of those allegations and, on that basis, denies, generally and
19 specifically, each and every such allegation.

CAUSES OF ACTION

COUNT I

FAIR CREDIT REPORTING ACT (FCRA)

15 U.S.C. §§ 1681 ET SEQ.

AGAINT DEFENDANTS WELLS FARGO AND EXPERIAN

25 75. In response to paragraph 75 of the Complaint, Experian repeats,
26 realleges, and incorporates by reference Paragraphs 1 through 74 above, as though
27 fully set forth herein.

1 76. In response to paragraph 76 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation therein that relates to
3 Experian. As to the remaining allegations in paragraph 76 which relate to the other
4 defendant, Experian does not have knowledge or information sufficient to form a
5 belief as to the truth of those allegations and, on that basis, denies, generally and
6 specifically, each and every such allegation.

7 77. In response to paragraph 77 of the Complaint, Experian is without
8 knowledge or information sufficient to form a belief as to the truth of the
9 allegations contained therein and, on that basis, denies, generally and specifically,
10 each and every allegation contained therein.

11 78. In response to paragraph 78 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation therein that relates to
13 Experian. As to the remaining allegations in paragraph 78 which relate to the other
14 defendant, Experian does not have knowledge or information sufficient to form a
15 belief as to the truth of those allegations and, on that basis, denies, generally and
16 specifically, each and every such allegation.

17 79. In response to paragraph 79 of the Complaint, Experian denies,
18 generally and specifically, each and every allegation therein that relates to
19 Experian. As to the remaining allegations in paragraph 79 which relate to the other
20 defendant, Experian does not have knowledge or information sufficient to form a
21 belief as to the truth of those allegations and, on that basis, denies, generally and
22 specifically, each and every such allegation.

23
24
25
26
27
28

COUNT II

**CONSUMER CREDIT REPORTING AGENCIES ACT (CCRAA)
(CAL. CIVIL CODE § 1785 ET SEQ.)**

AGAINT DEFENDANT WELLS FARGO

80. In response to paragraph 80 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 79 above, as though fully set forth herein.

81. In response to paragraph 81 of the Complaint, , Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

82. In response to paragraph 82 of the Complaint, , Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

DEMAND FOR JURY TRIAL

Experian admits that Plaintiff has demanded trial by jury on all issues triable.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(FAILURE TO STATE A CLAIM)

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

(IMMUNITY)

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

1 **THIRD AFFIRMATIVE DEFENSE**

2 (b) (TRUTH/ACCURACY OF INFORMATION)

3 All claims against Experian are barred because all information Experian
4 communicated to any third person regarding Plaintiff was true.

5 **FOURTH AFFIRMATIVE DEFENSE**

6 (c) (INDEMNIFICATION)

7 Experian is informed and believes and thereon alleges that any purported
8 damages allegedly suffered by Plaintiff was the result of the acts or omissions of
9 third persons over whom Experian had neither control nor responsibility.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 (d) (FAILURE TO MITIGATE DAMAGES)

12 Plaintiff has failed to mitigate her damages.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 (e) (LACHES)

15 The Complaint and each claim for relief therein is barred by the doctrine of
16 laches.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 (f) (CONTRIBUTORY/COMPARATIVE FAULT)

19 Experian is informed and believes and thereon alleges that any alleged
20 damages sustained by Plaintiff was, at least in part, caused by the actions of
21 Plaintiff herself, and resulted from Plaintiff's own negligence which equaled or
22 exceeded any alleged negligence or wrongdoing by Experian.

23 **EIGHTH AFFIRMATIVE DEFENSE**

24 (g) (ESTOPPEL)

25 Any damages which Plaintiff may have suffered, which Experian continues
26 to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore,
27 Plaintiff is estopped and barred from recovery of any damages.

1 **NINTH AFFIRMATIVE DEFENSE**

2 (b) (STATUTE OF LIMITATIONS)

3 Experian is informed and believes and thereon alleges that all claims for
4 relief in the Complaint herein are barred by the applicable statutes of limitation,
5 including but not limited to 15 U.S.C. § 1681p.

6 **TENTH AFFIRMATIVE DEFENSE**

7 (c) (UNCLEAN HANDS)

8 The Complaint, and each claim for relief therein that seeks equitable relief, is
9 barred by the doctrine of unclean hands.

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 (d) (INTERVENING CAUSE)

12 Experian alleges upon information and belief that if Plaintiff sustained any of
13 the injuries alleged in the Complaint, there was an intervening, superseding cause
14 and/or causes leading to such alleged injuries and, as such, any action on the part of
15 Experian was not a proximate cause of the alleged injuries.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 (e) (RIGHT TO ASSERT ADDITIONAL DEFENSES)

18 Experian reserves the right to assert additional affirmative defenses at such
19 time and to such extent as warranted by discovery and the factual developments in
20 this case.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Defendant Experian Information Solutions, Inc. prays as
23 follows:

24 (1) That Plaintiff take nothing by virtue of the Complaint herein and that
25 this action be dismissed in its entirety;

26 (2) For costs of suit and attorneys' fees herein incurred; and

27 ///

28 ///

1 (3) For such other and further relief that this Court may deem necessary
2 and proper.
3

4 Dated: April 29, 2015

JONES DAY

6 By: /s/ Katherine A. Klimkowski
7 Katherine A. Klimkowski

8 Attorneys for Defendant
9 EXPERIAN INFORMATION
SOLUTIONS, INC.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I, Katherine A. Klimkowski, declare:

3 I am a citizen of the United States and employed in Orange County,
4 California. I am over the age of eighteen years and not a party to the within-entitled
5 action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California
6 92612-4408. On April 29, 2015, I served a copy of the **DEFENDANT**
7 **EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO**
8 **PLAINTIFF VENESSA F. MARTINEZ'S COMPLAINT AND JURY**
9 **DEMAND** by electronic transmission.

10 I am familiar with the United States District Court for the Central District of
11 California's practice for collecting and processing electronic filings. Under that
12 practice, documents are electronically filed with the court. The court's CM/ECF
13 system will generate a Notice of Electronic Filing (NEF) to the filing party, the
14 assigned judge, and any registered users in the case. The NEF will constitute
15 service of the document. Registration as a CM/ECF user constitutes consent to
16 electronic service through the court's transmission facilities. Under said practice,
17 the following CM/ECF users were served:

18 Jessica R. K. Dorman
19 Joshua B. Swigart
20 Sara F. Khosroabadi
21 Hyde & Swigart
22 2221 Camino Del Rio South Suite 101
23 San Diego, CA 92108
24 T: (619) 233-7770
25 F: (619) 297-1022
26 Email: jessica@westcoastlitigation.com
27 Email: josh@westcoastlitigation.com
28 Email: sara@westcoastlitigation.com
 Attorneys for Plaintiff

25 Executed on April 29, 2015, at Irvine, California.

26 _____
27 /s/ *Katherine A. Klimkowski*
28 Katherine A. Klimkowski